

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

KENNETH JOSEPH WOODARD, on behalf  
of himself and all others similarly situated,

Plaintiff,

v.

NAVIENT SOLUTIONS, LLC AND  
NAVIENT CREDIT FINANCE  
CORPORATION,

Defendants.

8:23-CV-301

**DECLARATION OF ERIKA ANGELOS HEATH**

I, Erika Angelos Heath, state and declare as follows:

1. I am an attorney and Of Counsel to the firm of Francis Mailman Soumilas, P.C. (“FMS”), and one of the lawyers representing Plaintiffs and the Class in this matter. I make the following declaration based upon my personal knowledge.
2. FMS and I were appointed to serve as Class Counsel in this litigation on July 6, 2023. ECF 93. We were also certified to serve as Class Counsel in the related *Teran* litigation. *See In re: Teran*, 649 B.R. 794 (Bankr. N.D. Cal. 2023).
3. I am a member in good standing of the California Bar, and am admitted to practice in the following jurisdictions:

State courts in Georgia and New York;  
The Supreme Court of the United States of America;  
United States Courts of Appeal for the Second, Eighth, Ninth, and Eleventh Circuits; and  
United States District Courts for the Northern, Central, Eastern, and Southern Districts of California; the Southern and Eastern Districts of New York; and the Northern District of Georgia.

4. In the *Teran* matter, Mr. Teran submitted a declaration, declaring under penalty of perjury, that Navient continued to send him regular billing statements to collect on his

Bar Study Loan, and that Navient continued to report the debt on his credit reports after it was discharged in bankruptcy. He further declared that he continued making payments on the loan through at least August 2020 in order to protect his credit, as the debt continued to appear on his credit report with an outstanding balance. *In re: Teran*, A.P. No. 20-03075 (“Teran Adversary”), Declaration of Oscar D. Teran in Opposition to Defendants’ Motion for Summary Judgment, ECF 42 (Bankr. N.D. Cal. Nov. 5, 2021).

5. Attached hereto as Exhibit A are credit report documents produced by Mr. Teran in the *Teran* litigation showing that Navient continued reporting the Bar Study Loan to credit bureaus.
6. Attached hereto as Exhibit B is Mr. Teran’s May 2020 account statement from Navient that was produced by Mr. Teran in the *Teran* litigation, reflecting that a monthly payment of \$136.44 was due for his Bar Study Loan on June 13, 2020.
7. In the *Teran* litigation, Navient opposed Mr. Teran’s request to certify a nationwide class of debtors, who continued to have outstanding balances on their discharged loans, for purposes of injunction relief.
8. At the hearing regarding Mr. Teran’s motion for class certification, Navient’s counsel was asked about the voluntary nature of the company’s decision to stop collecting on class members’ loans. Navient’s attorney conceded to Judge Montali that Navient’s voluntary actions “theoretically could” end the following day. A transcript of that February 3, 2023, hearing is available on the public docket at *Teran Adversary*, ECF 133 (Mar. 20, 2023).

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

Executed on December 6, 2023.

/s/ Erika Angelos Heath

Erika Angelos Heath